

 <b>DALHOUSIE UNIVERSITY</b>  <b>Contract Approval and Signing Policy</b>	<i>Policy Sponsor:</i> Board of Governors	<i>Approval Date:</i> June 25, 2024 <i>Effective Date:</i> September 1, 2024
	<i>Responsible Unit:</i> Legal Counsel Office	<i>Amendments:</i>

**A. Background & Purpose**

The purpose of this Policy is to:

- i. Establish clear and transparent processes for the signing of contracts and other legal instruments on behalf of the University;
- ii. Specify the specific signing authorities required for various types of contracts which may be entered into on behalf of the University; and
- iii. Ensure that all contracts undergo appropriate review and approval prior to signing.

**B. Application**

This Policy applies to all contracts and other legal instruments to which the University is a party, including, but not limited to, contracts involving the University's faculties, academic departments, administrative units, and its unincorporated entities and institutes.

This Policy does not apply to:

- i. banking instruments covered by the Board's *Signing Authority Resolution Respecting Banking*, approved by the Board February 16, 1998, or successor resolutions
- ii. agreements, instructions and approvals covered by the *Endowment Investments Signing Authority*, approved by the Board November 16, 2000, or successor policies
- iii. instructions and approvals covered by the *Investment Policy for University Cash Surplus Balances*, approved by the Board Investment Committee December 9, 1999
- iv. cheque signing policies and procedures
- v. internal spending authorities and related authorizations or approvals processes
- vi. purchases made under the *Procurement Policy* without a contract document using one of the following methods: purchasing card, direct purchase arrangement, purchase orders or purchase requisitions
- vii. purchases of goods and services or rentals of equipment with a contract document using a purchasing card with a value under \$1,000

## **C. Definitions**

In this Policy,

“Administrative Head” means:

- i. a Dean, Vice-Provost, Associate Vice-President or Assistant Vice-President;
- ii. Executive Director, Athletics & Recreation; or
- iii. Executive Director, Sustainability Office.

"Board" means the Board of Governors of Dalhousie University.

"contract" means any written agreement, contract, subcontract, letter of intent, memorandum of understanding, memorandum of agreement, terms and conditions, lease, license, donor agreement, deed, grant, certificate, instrument, assignment, obligation, or any other document which creates an obligation or which may be binding upon the University.

“sign” means any act whereby a Signing Officer binds the University into a contract, and includes the following:

- i. affixes their signature to an original paper document or affixes their electronic signature, “clicks to accept”; or
- ii. uses any other method of acceptance of an electronic document permitted under the *Electronic Commerce Act* (Nova Scotia).

“Signing Officer” means an employee of the University or officer of the Board described by title or position and designated as having authority to sign contracts under this Policy or its procedures, including Schedule A.

“Standard Form Contract” means a form of contract that has been identified and approved by the University Legal Counsel Office as a standard form.

“University Legal Counsel Office” means the Legal Counsel Office and may be expanded to include certain lawyers employed in administrative roles at the University, as determined by the General Counsel & University Secretary.

## **D. Policy**

### **1. Approval and Signing of Contracts**

- a) A Signing Officer shall be permitted to sign a contract on behalf of the University if the contract has been reviewed and approved in accordance with this Policy and its procedures.
- b) Before signing a contract, a Signing Officer must be satisfied with the following matters:
  - i. the business terms of the contract have been reviewed and are acceptable;
  - ii. the University is able to meet its obligations (including financial obligations) under the contract and that the other party(ies) is/are also reasonably likely to meet their obligations;

- iii. the contract complies with all applicable University policies, procedures and collective agreements;
  - iv. all necessary approvals required by University policies and procedures have been obtained, including approval by the Board and/or Senate, if required;
  - v. a second signature has been or will be obtained if required by this Policy;
  - vi. reasonable inquiries have been made to ensure the contract does not conflict with any existing contractual obligation;
  - vii. the benefits to, and liabilities of, the University as a result of the contract have been considered and are reasonable;
  - viii. the risks and liabilities arising from the contract have been mitigated to a reasonable degree;
  - ix. legal review has been obtained if required by this Policy and legal issues have been resolved in a manner acceptable to the University Legal Counsel Office; and
  - x. where the collection, use and/or disclosure of personal information and/or personal health information is involved, a Privacy Impact Assessment has been completed where required by the Privacy Officer and/or, if such data is being collected in relation to research, appropriate ethics approval has been obtained.
- c) A Signing Officer shall not sign a contract unless it has been reviewed: (i) by the Signing Officer or an employee of the University who has undergone training on reviewing contracts through the University Legal Counsel Office; or (ii) by the University Legal Counsel Office as required by this Policy.
- d) Each Signing Officer shall be responsible for ensuring that all of the requirements of this Policy have been met prior to the signing of any contract. Adherence to this Policy does not relieve the Signing Officer of their responsibility to comply with all other relevant University policies and procedures.
- e) All contracts should be entered into in the correct legal name of the University, which is "Dalhousie University". Unless otherwise approved by the University Legal Counsel Office, faculties, departments, units, and individual employees should not be named directly as a party to the contract.
- f) Each Signing Officer signing a contract on behalf of the University must understand that, in doing so, they are binding the University and not just an individual department, faculty or research project.
- g) Each Signing Officer shall at all times act in good faith and in the best interests of the University and shall not sign any contract whereby doing so would place the Signing Officer in a conflict of interest or would give the appearance of being so unless such conflict has been addressed

in writing and in accordance with the University's Conflict of Interest Policy.

## **2. Contracts Requiring Two Signatures**

A contract that meets any one of the following criteria must be signed by the Board Chair, President or a Vice-President and requires a second signature from any one of the President, Provost & Vice President, Academic or Vice-President, Finance & Administration:

- i. has a face value of \$5 million or greater;
- ii. has a set term of 5 years or more with no ability to terminate for convenience;
- iii. concerns the purchase, sale, mortgage, lease or donation of land;
- iv. is a collective bargaining agreement; or
- v. concerns the purchase or sale of shares, except if in relation to a gift or other donation to the University.

## **3. Contracts Requiring Prior Approval of Board**

A contract that meets any of the following criteria must be approved by the Board prior to signature:

- i. has a face value of \$10 million or greater;
- ii. has a set term of 10 years or more with no ability to terminate for convenience;
- iii. concerns the purchase, sale, mortgage, lease or donation of land;
- iv. concerns the purchase or sale of shares with a fair market value of \$1 million or greater, except if in relation to a gift or other donation to the University;
- v. concerns a gift or donation to the University with a value exceeding \$10 million;
- vi. is a collective bargaining agreement; or
- vii. the President or a Vice-President determines that Board consideration and approval is required.

## **4. Contracts Requiring Mandatory Legal Review**

a) A contract that meets one of the following criteria must be reviewed and approved by the University Legal Counsel Office:

- i. has a face value of \$250,000 or greater (exclusive of applicable taxes);
- ii. concerns the collection, use and/or disclosure of personal information and/or personal

health information as defined in the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Personal Health Information Act* (Nova Scotia), or other applicable privacy legislation;

- iii. concerns work or activities being conducted in a foreign jurisdiction (excluding student or employee mobility agreements);
  - iv. concerns the purchase, sale, mortgage, lease or donation of land;
  - v. concerns the lease of buildings or premises by the University;
  - vi. clinical trial agreements;
  - vii. concerns the development, transfer, assignment or use of intellectual property that is owned or will be owned by the University;
  - viii. concerns the University's overarching affiliation with health authorities in Nova Scotia, New Brunswick or Prince Edward Island;
  - ix. contracts with any level of government (excluding research contracts, clinical placement agreements or funding agreements with a face value under \$50,000 exclusive of taxes);
  - x. contracts that involve engagement with Indigenous nations, communities, or organizations or relate to Indigenous research; and
  - xi. certifications or statements of compliance concerning export control.
- b) To the extent that a contract meets any of the following criteria, that portion of the contract must be reviewed and approved by the University Legal Counsel Office:
- i. where the other party does not agree to the University's standard insurance requirements;
  - ii. where the other party does not agree to the University's approved export control language;
  - iii. where the University is asked to provide an indemnity for intellectual property; or
  - iv. includes a clause limiting the liability of the other party(ies).
- c) Notwithstanding paragraph (a) above, the following contracts do not require review by the University Legal Counsel Office:
- i. Standard Form Contracts to which no substantive changes have been proposed;
  - ii. offers of employment; and

- iii. contracts that have been reviewed by legal counsel external to the University pursuant to an arrangement approved by the University Legal Counsel Office.
- d) Notwithstanding paragraph (a) above or any other provisions of this Policy, where a Signing Officer determines that a contract meets one or more of the following criteria, regardless of subject matter or value, it must be reviewed by the University Legal Counsel Office and shall be signed by the Board Chair, President or a Vice-President:
  - i. presents an unusually high risk to the University;
  - ii. could bring the University under public scrutiny;
  - iii. could affect the reputation of the University or involves controversial matters; or
  - iv. may have significant strategic implications for the University.

#### **5. Further Delegation of Signing Authority**

- a) A Signing Officer may not delegate its signing authority except in accordance with this section D.5.
- b) A Signing Officer may delegate their authority to sign to an employee who will be operating in an “acting” capacity in the Signing Officer’s role during an extended leave of absence. Such delegation requires the prior written approval of the appropriate Vice-President or the President, as applicable.
- c) Where signing authority has been delegated in accordance with paragraph (b) above, the delegate must apprise the delegator of all contracts signed by the delegate pursuant to the delegated signing authority.
- d) A Signing Officer may authorize another employee in writing to “click to accept” an electronic agreement on behalf of the Signing Officer; however, doing so does not constitute a delegation of signing authority.

#### **6. No Further Ability to Bind the University**

Except as specifically noted in this Policy (including any procedures and schedules thereto), no other individual or entity is entitled to sign any contracts on behalf of the University.

#### **7. University Seal**

The University seal shall be in the custody of the General Counsel & University Secretary.

### **E. Administrative Structure**

- 1. This Policy falls under the authority of the General Counsel & University Secretary.
- 2. This Policy will be reviewed every 5 years or earlier if a review is deemed necessary by the Board.

3. A copy of any contract signed pursuant to this Policy shall be retained in the records of the University department or unit primarily responsible for the administration of the contract.
4. Subject to the approval of the Board Finance, Audit, Investment and Risk Committee, the President may amend this Policy to make changes in points of detail, including increasing the values set out in sections D.2 and D.3, adjusting the criteria for mandatory legal review by University Legal Counsel Office set out in section D.4 and adding to the list of possible delegation in section D.5. The Finance, Audit, Investment and Risk Committee shall report such amendments to the Board.
5. The President or the appropriate Vice-President, in consultation with the General Counsel & University Secretary, may amend the signing authority table in Schedule A to this Policy.

## **F. Procedures**

### *General*

1. Contracts may be signed by a Signing Officer as identified in Schedule A. If the type of contract is not expressly listed in Schedule A, it may be signed by the Board Chair, the President and/or the appropriate Vice-President in accordance with section F.4 below.
2. The Board Chair and the President shall have the power to restrict, in writing, the signing authority of any Signing Officer at any time and without cause.
3. A Vice-President shall have the power to restrict, in writing, the signing authority of a Signing Officer within their reporting unit(s) at any time and without cause.
4. Subject to compliance with the requirements set out in sections D.1 to D.4:
  - a) The Board Chair has the authority to sign all contracts, regardless of value.
  - b) The President, the Provost & Vice-President Academic and the Vice-President Finance & Administration have the authority to sign all contracts, regardless of value, except for contracts relating to their own employment.
  - c) The Vice-President Research & Innovation has the authority to sign all contracts, regardless of value, that may be classified under the following categories in Schedule A:
    - i. Research
    - ii. Commercialization & Innovation
  - d) The Vice-President Government & Global Relations has the authority to sign all contracts, regardless of value, that may be classified under the following categories in Schedule A:
    - i. International
  - e) The Vice-President Advancement has the authority to sign all contracts, regardless of value, that may be classified under the following categories in Schedule A:
    - i. Advancement

- f) Subject to sections F.7 and F.8 below, the Vice-President People & Culture has the authority to sign all contracts, regardless of value, that may be classified under the following categories in Schedule A:
    - i. Employment
  - g) Notwithstanding paragraph (f) above, to the extent that the contract relates to an employee with an academic appointment, the Provost & Vice-President Academic shall sign such contract.
5. Where the term of a contract spans multiple years, the total value of the contract is the aggregated total across the full term of the contract and it should not be broken down into per annum amounts when determining the appropriate Signing Officer.
6. Where it is not possible to determine the exact monetary value of a contract, the value of the contract should be the best estimate of the total dollar value to be paid or received by the University over the entire term of the contract. If it is determined that a best estimate is not possible, the contract must be signed by the President or the appropriate Vice-President.

*Offers of Employment*

7. All offers of employment shall be approved in accordance with applicable University policies and hiring procedures including, but not limited to, the University Policy Regarding Academic Appointments and any applicable handbooks or collective agreements.
8. Subject to approval in accordance with the Senior Administrative Appointments Policy and Procedures:
- a) An offer of employment to the President shall be signed by the Board Chair.
  - b) Offers of employment for the positions of Provost, Vice-President, and General Counsel & University Secretary shall be signed by the President.
  - c) Offers of employment for the positions of Assistant Vice-President, Associate Vice-President, Vice-Provost, Assistant Vice-Provost, and Dean shall be signed by the President or the Vice-President to whom the individual shall report.
  - d) Offers of employment for executive and managerial positions that fall outside any of the bargaining units or the Dalhousie Professional Managerial Group shall be signed by the President or the Vice-President to whom the individual shall report.



## SCHEDULE A

Preliminary considerations:

- *It is the obligation of the Signing Officer to ensure that the contract has been reviewed and approved in accordance with the Policy prior to signature.*
- *Any contract with a face value exceeding **\$250,000** requires legal review prior to signature.*
- *Any contract with a face value over **\$5 million** must signed by the Board Chair, the President or the appropriate Vice-President and requires a second signature from either the President, the Provost & Vice-President Academic or the Vice-President Finance & Administration.*
- *Any contract with a face value exceeding **\$10 million** requires prior approval of the Board.*

### A. Real Property

Contracts or other documents relating to the purchase, sale, lease, mortgage, donation, or use of real property.

Type of Agreement	Value Restriction (\$)	Signing Authority
Agreements related to the purchase, sale, mortgage, lease or donation of land	Any value	Vice-President Finance & Administration <b>and</b> one of the following: <ul style="list-style-type: none"> <li>• President</li> <li>• Provost &amp; Vice-President Academic</li> </ul>
Leases of space on University premises	Up to \$250,000	Assistant Vice-President, Facilities Management
	\$250,000 to \$5 million	Vice-President Finance & Administration
Leases of space outside of University premises	Up to \$250,000	Assistant Vice-President, Facilities Management
	\$250,000 to \$5 million	Vice-President Finance & Administration
Site access or license agreements by which a third party is temporarily permitted to access University property	Up to \$250,000	Assistant Vice-President, Facilities Management
Short term or temporary use of University facilities	Up to \$250,000	Administrative Head <sup>1</sup> of the relevant of faculty or unit responsible for the space at issue
	\$250,000 to \$5 million	Vice-President Finance & Administration
Off-campus venue agreements (including hotel/accommodations and conference facilities)	Up to \$250,000	Administrative Head of the relevant faculty or unit reserving the space

<sup>1</sup> As defined in Section C of the Policy.

	\$250,000 to \$5 million	Vice-President Finance & Administration
Art Centre rental agreements	Up to \$250,000	Assistant Vice-President, Ancillary Services
Right of ways or easements	N/A	Vice-President Finance & Administration

## B. Purchase of Goods & Services

Contracts or other documents involving the purchase or acquisition of goods and services not described in any other category, even if there is no cost associated with acquiring the goods or service. This category includes contracts for building construction and alterations and for the retention of professional services (i.e. consulting agreements). Note that the Procurement Policy and processes established by the Procurement Office will also apply to such purchases as applicable.

Type of Agreement	Value Restriction (\$)	Signing Authority
Purchase of goods or services by the University (including consulting services)	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for the budget paying for the goods or services
	\$250,000 to \$5 million	Vice-President responsible for the faculty or unit making the purchase
Services provided by the University to others	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for providing the services
	\$250,000 to \$5 million	Vice-President responsible for the faculty or unit providing the services
Equipment rentals or leases	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for paying for the equipment
	\$250,000 to \$5 million	Vice-President responsible for the faculty or unit paying for the equipment
Software licenses, including Software-as-a-Service (SaaS) agreements	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for the budget paying for the software licences
	\$250,000 to \$5 million	Vice-President Finance & Administration

Purchase of books, journals and other print publications for libraries	Up to \$250,000	Dean of Libraries
	\$250,000 to \$5 million	Provost & Vice-President Academic
Purchase of electronic resources, video and audio recordings for libraries	Up to \$250,000	Dean of Libraries
	\$250,000 to \$5 million	Provost & Vice-President Academic
Construction or renovation contracts (CCDCs 2, 5A, 5B, 14 and 17)	Up to \$750,000	Assistant Vice-President, Facilities Management
	\$750,000 to \$5 million	Vice-President Finance & Administration
Change orders or amendments to construction contracts	Up to \$100,000 (cumulative)	Assistant Vice-President, Facilities Management
	\$100,000 to \$5 million (cumulative)	Vice-President Finance & Administration
Standard Form of Contract for Architectural Services (RAIC6)	Up to \$500,000	Assistant Vice-President, Facilities Management
	\$500,000 to \$5 million	Vice-President Finance & Administration
Consulting agreements (RAIC-6 and short form)	Up to \$500,000	Assistant Vice-President, Facilities Management
	\$500,000 to \$5 million	Vice-President Finance & Administration
Agreements regarding the sale or disposal of non-real property assets	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for the asset
	\$250,000 to \$5 million	Vice-President Finance & Administration

### C. Academic Programs

Contracts, memoranda of understanding or other documents relating to the establishment, management or funding of an academic related activity, including academic placement and exchanges within Canada.

Type of Agreement	Maximum Value (\$)	Signing Authority
Academic affiliation or collaboration agreements (institutional with more than one faculty)	N/A	Provost & Vice-President Academic

Academic affiliation or collaboration agreements (faculty specific), but excluding those with health authorities in New Brunswick, Nova Scotia and Prince Edward Island	N/A	Dean of the relevant faculty
Academic affiliation or collaboration agreements with health authorities in New Brunswick, Nova Scotia and Prince Edward Island	N/A	Provost & Vice-President Academic
Agreements related to experiential learning within Canada, including but not limited to: <ul style="list-style-type: none"> <li>• Clinical placement agreements</li> <li>• Field placements</li> <li>• Project placements (including capstone program)</li> <li>• Student field experience</li> </ul>	N/A	Dean of the relevant faculty from which the student(s) will be placed
International clinical placement agreements (where partner is a health facility or health authority)	N/A	Dean of the relevant faculty from which the student(s) will be placed
Student exchange agreements within Canada	N/A	Dean of the relevant faculty
Academic funding agreements (faculty specific)	Up to \$250,000	Dean of the relevant faculty
	\$250,000 to \$5 million	Provost & Vice-President Academic
Academic funding agreements (institutional with more than one faculty)	Up to \$5 million	Provost & Vice-President Academic
Graduate student funding/scholarship agreements	Up to \$250,000	Dean of the relevant faculty
	\$250,000 to \$5 million	Provost & Vice-President Academic
Delivery of non-degree programs/courses to outside organizations, corporations or institutions (Faculty of Agriculture)	Up to \$250,000	Dean, Faculty of Agriculture
	\$250,000 to \$5 million	Provost & Vice-President Academic
Delivery of non-degree programs/courses to outside organizations, corporations or institutions (excluding Agriculture)	Up to \$250,000	Dean, Faculty of Open Learning & Career Development
	\$250,000 to \$5 million	Provost & Vice-President Academic

## D. International

Contracts, memoranda of understanding or other documents related to the establishment and management of international partnerships and relationships, including international academic placement and exchanges, as well as contracts with funding agencies for international activities.

Type of Agreement	Value Restriction (\$)	Signing Authority
Articulation and pathway agreements with international academic partners	Up to \$250,000	Associate Vice-President, Global Relations
	\$250,000 to \$5 million	Vice-President Government & Global Relations
Memoranda of understanding with international academic partners (no value)	N/A	Associate Vice-President, Global Relations
Shared credential agreements (joint/dual/multi-degree) with institutions outside Canada	N/A	Associate Vice-President, Global Relations
Transnational education agreements	Up to \$5 million	Vice-President Government & Global Relations
International student exchange and study abroad agreements and visiting student agreements	N/A	Associate Vice-President, Global Relations
International clinical placement agreements (where partner is an academic institution)	N/A	Associate Vice-President, Global Relations
Letters of agreement, contracts or contribution agreements with international funding agencies	Up to \$5 million	Vice-President Research & Innovation
Letters of agreement, contracts or contribution agreements with funding agencies for international development activities	Up to \$5 million	Vice-President Research & Innovation
International student sponsorship agreements	Up to \$5 million	Vice-President Government & Global Relations
International student recruiter agreements	Up to \$250,000	Assistant Vice-President, Student Recruitment & Marketing & Chief Marketing Officer
	\$250,000 to \$5 million	Vice-President Government & Global Relations
Service contracts to deliver experiential learning outside of Canada (e.g. field course service providers)	Up to \$250,000	Associate Vice-President, Global Relations
	\$250,000 to \$5 million	Vice-President Government & Global Relations

Group enrolment agreements for non-credit programs	Up to \$250,000	Associate Vice-President, Global Relations
	\$250,000 to \$5 million	Vice-President Government & Global Relations

## E. Research

Contracts or other documents relating to non-industry funded research activities undertaken at the University.

Type of Agreement	Maximum Value (\$)	Signing Authority
Research grant applications (including applications to the Mitacs Globalink Research Award program but excluding other Mitacs programs)	Any value	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Research grant or contribution agreements	Up to \$250,000	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
	\$250,000 to \$5 million	Vice-President Research & Innovation
Research contracts or research collaboration agreements (non-industry)	Up to \$250,000	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
	\$250,000 to \$5 million	Vice-President Research & Innovation
Clinical trial agreements	Up to \$5 million	Vice-President Research & Innovation
Confidentiality or non-disclosure agreements with non-industry partners (research-related)	N/A	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Material transfer agreements (incoming and outgoing)	Up to \$250,000	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Research-related data transfer or sharing agreements with non-industry agencies	Up to \$250,000	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Research equipment agreements with non-industry (e.g. loan, donation, transfer)	Up to \$250,000	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
	\$250,000 to \$5 million	Vice-President Research & Innovation

No-cost extension of research-related agreements (non-industry)	N/A	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Principal investigator agreement for non-industry research	N/A	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Research participation agreement for non-industry research	N/A	Associate Vice-President, Research <u>or</u> Assistant Vice-President, Research Services
Research-related multi-institutional network/partnership agreements	Up to \$5 million	Vice-President Research & Innovation
Research-related consortium agreements	Up to \$5 million	Vice-President Research & Innovation
Agreements for the creation or dissolution of research centres or institutes	N/A	Vice-President Research & Innovation
Due diligence forms and declarations for research projects	N/A	Vice-President Research & Innovation
Service agreements related to the Aquatron Laboratory	Up to \$5 million	Vice-President Research & Innovation

## F. Commercialization & Innovation

Contracts or other documents relating to industry funded research activities undertaken at the University as well as the commercialization of intellectual property generated from research.

Type of Agreement	Maximum Value (\$)	Signing Authority
Research grant applications for Mitacs programs (excluding the Mitacs Globalink Research Award program)	Any value	Assistant Vice-President, Industry Relations
Industry-funded research contracts	Up to \$250,000	Assistant Vice-President, Industry Relations
	\$250,000 to \$5 million	Vice-President Research & Innovation
Government-partnered funding agreements for industry research	Up to \$250,000	Assistant Vice-President, Industry Relations
	\$250,000 to \$5 million	Vice-President Research & Innovation
Confidentiality or non-disclosure agreements with industry partners (research-related)	N/A	Assistant Vice-President, Industry Relations

Data transfer agreements with industry partners (research-related)	Up to \$250,000	Assistant Vice-President, Industry Relations
No-cost extension of research-related agreements with industry partners	N/A	Assistant Vice-President, Industry Relations
Intellectual property license or assignment agreements with industry, government and other partners	Up to \$250,000	Assistant Vice-President, Industry Relations
	\$250,000 to \$5 million	Vice-President Research & Innovation
Research equipment agreements with industry (e.g. loan, donation, transfer)	Up to \$250,000	Assistant Vice-President, Industry Relations
	\$250,000 to \$5 million	Vice-President Research & Innovation
Assignments or licenses of intellectual property by a researcher to the University	Up to \$250,000	Assistant Vice-President, Industry Relations
	\$250,000 to \$5 million	Vice-President Research & Innovation
Research participation agreements for industry research	N/A	Assistant Vice-President, Industry Relations
Principal investigator agreements for industry research	N/A	Assistant Vice-President, Industry Relations
Agreements for Productivity and Innovation Voucher	N/A	Assistant Vice-President, Industry Relations
Agreements relating to Mitacs programs	N/A	Assistant Vice-President, Industry Relations
Powers of attorney and other authorizations to act for intellectual property prosecution matters (industry research)	N/A	Assistant Vice-President, Industry Relations



## G. Advancement

Contracts or other documents relating to the advancement activities of the University, including estates and gift planning.

Type of Agreement	Maximum Value (\$)	Signing Authority
Donor and gift agreements (excluding donations of real property or archival material)	Up to \$5 million	Vice-President Advancement <sup>2</sup>
Estate administration agreements (e.g. releases or approval of estate accounts)	Up to \$5 million	Vice-President Advancement
Affinity agreements for alumni (e.g. credit card or insurance agreements)	Up to \$5 million	Vice-President Advancement
Philanthropic research grants	Up to \$5 million	Vice-President Advancement
Naming agreements	Up to \$5 million	Vice-President Advancement
Sponsorship agreements	Up to \$250,000	Administrative Head of the relevant faculty or unit

## H. Employment

Offers of employment for the hiring of faculty and staff and all other contracts relating to the management and administration of employee matters.

See Section F.8 of the Policy for signing authorities for offers of employment for: President, Provost, Vice-President, University Secretary & General Counsel, Assistant Vice-President, Associate Vice-President, Vice-Provost, Assistant Vice-Provost, Dean, and executive and managerial positions that fall outside any of the bargaining units or the Dalhousie Professional Managerial Group.

Type of Agreement	Maximum Value (\$)	Signing Authority
Offers of employment for positions within the Dalhousie Faculty Association <sup>3</sup>	N/A	Dean of the relevant faculty
Offers of employment for adjunct appointments without salary	N/A	Dean of the relevant faculty <sup>4</sup>
Offers of employment for positions within the Canadian Union of Public Employees bargaining unit (part-time academics assigned to teach specific courses, teaching assistants, markers and demonstrators, clinical instructors)	N/A	Dean of the relevant faculty

<sup>2</sup> Donation agreements for research funding shall also be signed by the Vice-President, Research & Innovation.

<sup>3</sup> Appointment letters for such positions are signed by the Provost & Vice President Academic.

<sup>4</sup> Second signature is required from the Provost & Vice President Academic.

Offers of employment for positions within the Public Service Alliance of Canada bargaining unit (post-doctoral fellows)	N/A	Dean of the relevant faculty
Offers of employment for positions within the Nova Scotia Government and General Employees Union, Local 77 bargaining units	N/A	The individual to whom the employee reports <b>and</b> Manager, Recruitment & Retention
Offers of employment for positions within the Nova Scotia Government and General Employees Union, Local 99	N/A	Assistant Vice-President, Facilities Management
Offers of employment for positions within the Dalhousie Professional Managerial Group	N/A	The individual to whom the employee reports <b>and</b> Manager, Recruitment & Retention
Offers of employment for short term appointments to positions that fall outside any of the bargaining units or the Dalhousie Professional Managerial Group	N/A	The individual with spending authority for the budget from which the employee's compensation is to be paid
Collective bargaining agreements <sup>5</sup>	N/A	Vice President People & Culture <b>and</b> one of the following: <ul style="list-style-type: none"> <li>• President</li> <li>• Provost &amp; Vice-President Academic</li> <li>• Vice-President, Finance &amp; Administration</li> </ul>
Secondment agreements	N/A	Director, Employee Experience
Letters of understanding under collective agreements (academic staff)	N/A	Director, Academic Staff Relations
Letters of understanding under collective agreements (non-academic staff)	N/A	Director, Employee Experience
Settlements of grievances for academic staff	Up to \$250,000	Director, Academic Staff Relations
	\$250,000 to \$5 million	Vice-President People & Culture
Settlements of grievances for non-academic staff	Up to \$250,000	Director, Employee Experience
	\$250,000 to \$5 million	Vice-President People & Culture

<sup>5</sup> All collective bargaining agreements require the prior approval of the Board.

Agreements related to the termination of employment, including settlement agreements, for academic staff	Up to \$250,000	Director, Academic Staff Relations <b>and</b> the individual with spending authority for the budget from which compensation is to be paid (as applicable)
	\$250,000 to \$5 million	Vice-President People & Culture <b>and</b> the individual with spending authority for the budget from which compensation is to be paid (as applicable)
Agreements related to the termination of employment, including settlement agreements, for non-academic staff	Up to \$250,000	Director, Academic Staff Relations <b>and</b> the individual with spending authority for the budget from which compensation is to be paid (as applicable)
	\$250,000 to \$5 million	Vice-President People & Culture <b>and</b> the individual with spending authority for the budget from which compensation is to be paid (as applicable)
Confidentiality or non-disclosure agreements (HR-related)	N/A	Vice-President People & Culture
Funding agreements for co-op or intern positions	Up to \$250,000	Administrative Head of the relevant faculty or unit

### I. Miscellaneous/Other

Type of Agreement	Maximum Value (\$)	Signing Authority
Purchase or sale of shares (except if in relation to a gift or other donation to the University)	Any value <sup>6</sup>	Two of the following: <ul style="list-style-type: none"> <li>• President</li> <li>• Provost &amp; Vice-President Academic</li> <li>• Vice-President Finance &amp; Administration</li> </ul>
Donation agreements for archival material	N/A	Dean of Libraries
Confidentiality or non-disclosure agreements (commercial, non-research)	N/A	Administrative Head of the relevant faculty or unit
Location agreements for commercial filming on campus	Up to \$250,000	Assistant Vice-President, Housing & Conference Services

<sup>6</sup> If the shares have a fair market value exceeding \$1 million, prior approval of the Board is required.

	\$250,000 to \$5 million	Vice-President Finance & Administration
Contracts for external legal services	Up to \$5 million	General Counsel & University Secretary
	Over \$5 million	Two of the following: <ul style="list-style-type: none"> <li>• President</li> <li>• Provost &amp; Vice-President Academic</li> <li>• Vice-President Finance &amp; Administration</li> </ul>
Contracts related to legal settlements (non-employment related)	Up to \$5 million	General Counsel & University Secretary
	Over \$5 million	Two of the following: <ul style="list-style-type: none"> <li>• President</li> <li>• Provost &amp; Vice-President Academic</li> <li>• Vice-President Finance &amp; Administration</li> </ul>
Contracts with external investigators for investigations into violations of University policies administered by Human Rights & Equity Services	Up to \$250,000	Director, Human Rights & Equity Services
	Over \$250,000 to 5 million	Provost & Vice-President, Academic
Contracts with external investigators for investigations initiated by Human Resources	Up to \$5 million	Vice-President People & Culture
Host agreements for conferences	Up to \$250,000	Administrative Head of the relevant faculty or unit responsible for hosting the conference
	\$250,000 to \$5 million	Vice-President responsible for the faculty or unit hosting the conference
Host agreements for athletic events	Up to \$250,000	Assistant Vice-President, Athletics & Ancillary Services
	\$250,000 to \$5 million	Vice-President Finance & Administration
Agreements for University athletic teams to play games or tournaments at other institutions	Up to \$250,000	Assistant Vice-President, Athletics & Ancillary Services
	\$250,000 to \$5 million	Vice-President Finance & Administration
Athletic financial award agreements	Up to \$250,000	Assistant Vice-President, Athletics & Ancillary Services
	\$250,000 to \$5 million	Vice-President Finance & Administration

Insurance contracts	Up to \$5 million	Vice-President Finance & Administration
Proof of loss; release of insurer	N/A	Insurance & Risk Manager
Contracts for the supply of utilities	Up to \$250,000	Director – Operations, Facilities Management
	\$250,000 to \$5 million	Vice-President Finance & Administration